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**Feasibility of a Joint Engineering
and Logistics Contract**

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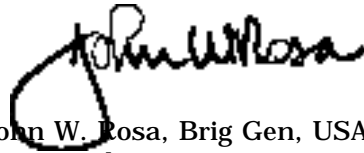
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Foreword

It is my great pleasure to present another of the *Wright Flyer Papers* series. In this series, Air Command and Staff College (ACSC) recognizes and publishes the “best of the best” student research projects from the prior academic year. The ACSC research program encourages our students to move beyond the school’s core curriculum in their own professional development and in “advancing aerospace power.” The series title reflects our desire to perpetuate the pioneering spirit embodied in earlier generations of airmen. Projects selected for publication combine solid research, innovative thought, and lucid presentation in exploring war at the operational level. With this broad perspective, the *Wright Flyer Papers* engage an eclectic range of doctrinal, technological, organizational, and operational questions. Some of these studies provide new solutions to familiar problems. Others encourage us to leave the familiar behind in pursuing new possibilities. By making these research studies available in the *Wright Flyer Papers*, ACSC hopes to encourage critical examination of the findings and to stimulate further research in these areas.

A handwritten signature in black ink, reading "John W. Rosa". The signature is stylized with a large, looping initial "J" and a cursive "W".

John W. Rosa, Brig Gen, USAF
Commandant

Abstract

The Army, Air Force, and Navy currently manage their own separate engineering and logistics contracts for employing civilian contractors as a force multiplier during military operations. Civil augmentation contracts afford flexibility when the services are limited by the availability of manpower resources during contingency operations. Allocation of military forces is often constrained by other contingency commitments, inactivation of reserve components, and political considerations with a host nation. The Army first awarded the Logistics Civil Augmentation Program (LOGCAP) contract in 1992. The Navy awarded the Construction Capabilities Contract (CONCAP) in 1995 and the Air Force followed suit with the Air Force Contractor Augmentation Program (AFCAP) contract in 1997.

A General Accounting Office (GAO) report published in 1997, however, questioned the validity of executing three separate contracts and stated that it might be more “effective and efficient” if one service acted as the lead executive agent to eliminate duplication of services. The GAO report also noted that existing military doctrine was vague in addressing how to integrate contractor resources properly with the military force structure during contingency situations.

This research paper addresses two of the important questions raised in the GAO report regarding the use of contractors in support of joint military operations. First, will a joint engineering and logistics service contract provide the combatant and service commanders any benefit over maintaining individual Navy, Army, and Air Force service augmentation contracts? Second, does current joint doctrine adequately address the use of contractor services in support of contingency and wartime operations? If not, what information should be included in future joint doctrine?

In conducting our research, we performed in-depth comparative analyses of the Army’s LOGCAP and Air Force’s AFCAP contracts, but the Navy CONCAP contract was not analyzed in depth because of its limited scope. We conducted interviews with key government personnel affil-

iated with the Army and Air Force contracts to include the AFCAP and LOGCAP program managers and contracting staffs. We also performed historical research using source material from several Department of Defense agencies.

This research project provides an objective review of the benefits and drawbacks of the Army's LOGCAP and Air Force's AFCAP contracts. Since the scope of the two contracts is similar, it is our recommendation that a joint civil augmentation program (JCAP) contract be established that will meet the needs of both services while eliminating duplication of effort. For JCAP to be a viable option, joint doctrine must be developed to provide guidance on when and how to use a civil augmentation contract during military operations.

Feasibility of a Joint Engineering and Logistics Contract

Background and Value of Civil Augmentation Service Contracts

The Army, Air Force, and Navy currently manage separate engineering and logistics contracts for employing civilian contractors as a force multiplier during military operations. These contracts are commonly referred to as “civil augmentation” contracts. Civil augmentation contracts afford flexibility when the services are limited by the availability of force structure during contingency scenarios. Active duty forces are often constrained by real world requirements or taskings that limit their use, such as having to maintain response capability for a major regional conflict. At the same time, activation of reserve and guard forces to fulfill manpower requirements, in certain scenarios, may be politically sensitive. There are also instances when the United States would like to stay engaged in nation-building or peacekeeping operations within a country, but needs to maintain a low military presence due to political considerations. Other factors, which lead to the use of an augmentation contract, are the lack of in-place host-nation support agreements in numerous underdeveloped countries and troop ceiling restrictions imposed by those host nations.¹ (See appendix A for further background information.)

Significance of Problem

A General Accounting Office (GAO) report, *Contingency Operations: Opportunities to Improve the Logistics Civil Augmentation Program*, however, questioned the validity of each military service executing its own separate contract and stated that the services provided under the separate contracts were similar in nature. The report implied that it might be more “effective and efficient” if one service acted as the lead executive agent to eliminate duplication of services. The GAO report also noted that existing military doctrine was vague in addressing how to integrate contractor

resources properly with the military force structure during contingency situations.²

Joint Publication (JP) 4-0, *Doctrine for Logistic Support of Joint Operations*, is the primary joint publication providing combatant commanders and military planners guidance on the conduct of logistics support during joint operations. This document outlines the responsibilities for logistics operations to include supply, maintenance, transportation, facilities engineering, health services, command and control, and several other areas. JP 4-0, however, does not address the fact that civilian contractors increasingly are being tasked to provide the aforementioned services for military operations.

When using civilian contractors, the deployed military commander must consider a whole new list of issues to include contractor security, status of forces agreement (SOFA) and clearance restrictions, and contractor and military force integration. Unfortunately, existing joint doctrine does not provide guidance as to when and how civil augmentation contracts should be used in support of military operations during wartime and small-scale contingencies.

Statement of Research Questions

This research paper addresses two of the important questions raised in the GAO report regarding the use of contractors in support of joint military operations. First, will a *joint* engineering and logistics service contract provide the combatant and service commanders any benefit over maintaining individual Navy, Army, and Air Force civil augmentation contracts? Second, does current joint doctrine adequately address the use of contractor services in support of contingency and wartime operations? If not, what information should be included in future joint doctrine?

Preview of Argument

The development of a joint civil augmentation program (JCAP) contract will prevent individual program redundancies, while eliminating possible competition among the services and providing efficiencies in the areas of person-

nel resources and program costs. As stated in the GAO report, unnecessary duplication of effort and functions may have occurred as a result of employing individual Army, Air Force, and Navy contracts to provide engineering and logistics support in combined forces scenarios.³ However, while some duplication may exist among individual service contracts, the Army's Logistics Civil Augmentation Program (LOGCAP) contract and the Air Force's Contractor Augmentation Program (AFCAP) contract provide numerous benefits to their individual service components. The intent of JCAP is to build upon this foundation with a shift in focus to the ultimate customer, the war-fighting commander in chief (CINC).

This paper will also show that current joint doctrine inadequately addresses the numerous issues regarding employment of contractors in the battlefield. This research effort will provide the issues and doctrinal guidance to be addressed in JP 4-0 and the *Joint Task Force (JTF) Commander's Handbook for Peace Operations*. Such issues as contractor security, host-nation restrictions, and deployment issues have to be provided to the CINC planners and deployed commanders for effective employment of contractor operations during military operations.

Because of its limited scope, the Navy's Construction Capabilities Contract (CONCAP) will not be analyzed in depth. The Navy contract is for emergency construction and engineering services only and does not include additional support in areas such as services and logistics. The majority of service-related and contract-specific issues will be sufficiently addressed in this paper through the analysis of the AFCAP and LOGCAP contracts.

Analysis of Logistics Civil Augmentation Program

LOGCAP was developed based on the Army's experience during the Vietnam War. During Vietnam, the Army was forced to rely on civilian contractors because its Reserve and Guard forces were never activated. In 1992 the Army awarded its first centrally managed LOGCAP contract through the US Army Corps of Engineers (USACE) to

Brown and Root Services Corporation. The cost-plus award-fee (CPAF) contract was awarded for one basic and four option years. Under this contract, the Army has supported six contingency operations beginning with Operation Restore Hope in Somalia and is currently supporting Operation Joint Endeavor in Bosnia. Total estimated contract value to date is \$1 billion.⁴ The Army Materiel Command (AMC) in 1997 awarded the LOGCAP follow-on contract to DynCorp Aerospace Technology. This contract is also a CPAF contract with one basic and four option years, but it contains fixed-price line items for planning efforts.

A team consisting of a program manager and approximately 15 other people manages the program. The team is comprised of two directorates responsible for planning and business management. The planning directorate works with each Army major command (MACOM) and has incorporated the use of LOGCAP into various operations plans (OPLAN) and concept plans (CONPLAN). Communications and Electronics Command (CECOM) at Fort Monmouth, New Jersey, provides contracting support for LOGCAP. Defense Contract Management District-International (DCMD-I) provides contract administration services during contractor operations.

Services Provided

Per the statement of work (SOW), "The objective of LOGCAP is to preplan for the use of commercial contractors to prepare plans and execute approved plans to provide logistics services and construction/engineering support with reasonable assurance of success and within reasonable cost."⁵ Under the planning effort, the contractor maintains three types of permanent management plans: a worldwide management and staffing plan (WMSP), a generic undeveloped and developed country management plan, and regional management plans (RMP). (See appendix B.) Additionally, the LOGCAP contract requires DynCorp to develop, at the request of the procuring contracting officer (PCO), CINC/MACOM specific requirements support plans. These plans are based upon specific CINC/MACOM requirements, which are generated in support of specific

OPLANs, CONPLANs, and functional plans. In conducting this effort, the contractor works with the staffs of the supported Army MACOM to develop, maintain, and refine LOGCAP planning documents.⁶ Cost for the management staff, which includes the worldwide plan, is \$865,000 per year. Yearly cost to maintain the regional plans is \$30,000.⁷

Support provided by the LOGCAP contractor during wartime or contingency operations can be broken down into five areas: supply operations, field services, engineering and construction, maintenance, and transportation. (See appendix C for a detailed list of services provided.)

Requesting LOGCAP

The Army uses a decision matrix to decide whether to use LOGCAP to support wartime or contingency operations. (See appendix D for decision criteria.) After the decision is made to use the LOGCAP contract, the theater Army service component commander forwards the request to the Department of the Army for a final decision. If approved, the request is then passed on to the LOGCAP project manager at AMC. The LOGCAP management staff will generate a SOW for the contractor in conjunction with the theater staff. The PCO generates a delivery order for the services once funding is received from the theater command. The PCO also delegates contract administration to DCMD-I and USACE. The LOGCAP management staff deploys to the area of responsibility (AOR) to assist in planning and managing the contract. The LOGCAP management team consists of a program manager, a CECOM/PCO, contractor representatives, a USACE representative for technical advice, DCMD-I personnel to perform contract administration and quality assurance evaluation (QAE) duties, a LOGCAP support unit, and a logistics support element. The team falls under the operational and administrative control of the theater logistics support element commander.⁸ To assist potential users of LOGCAP services, the LOGCAP Program Management Office has developed the *LOGCAP Battlebook* and AMC Pamphlet 700-30 as user's guides to assist customers in understanding the capabilities of LOGCAP.

Benefits: Force Multiplier

LOGCAP is a force multiplier and provides the Army numerous benefits. First, preplanning of contractor efforts, as with deliberate planning directed by the Joint Strategic Capabilities Plan (JSCP), lays the groundwork for quick and smooth execution during military operations. As in Vietnam, much of the Army's combat support (CS) and combat service support (CSS), especially its construction capability, is maintained in its Reserve component. Deployment of Reserve forces, however, requires presidential activation, time to mobilize, and military strategic lift. LOGCAP can fill this force structure gap by mobilizing immediately upon PCO notification. In accordance with the contract, DynCorp has to be ready to deploy in 72 hours, with initial support by C+15 and full capability at C+30. The LOGCAP contractor also provides its own strategic and in-theater lift capability. LOGCAP is not dependent on the Department of Defense (DOD) logistics system; therefore, it can source materials independently and lessen the Army's burden on the logistics system. It also provides the CINC with a suitable workaround when military force caps are in place. Contractor augmentation lessens the military "tooth-to-tail" ratio and enables available troops to concentrate on mission critical tasks.

Benefit: Cost Control

The LOGCAP contract's award fee ranges from 0 to 5 percent for above average performance with no base fee. Contractor performance is rewarded in the areas of delivery, quality of performance, and cost. Learning from Bosnia, the LOGCAP management staff (Army program managers and contractor personnel) has also improved its cost reporting procedures and benefited from the oversight provided by the DCMD-I Contingency Contracting Administration Services (CCAS) teams who perform contract monitoring. Another potential benefit of LOGCAP is that according to one recent report by the Logistics Management Institute, "when compared with the costs of using an equivalent military force, the use of LOGCAP contractors is economical."⁹ The report stated that the LOGCAP contractor employed 24 percent fewer personnel than

an equivalent military force package for operations conducted in Bosnia. Using the equivalent military force package, the report also compared marginal costs and found the contractor to be 28 percent less expensive.¹⁰ Since the Army MACOMs do not budget for funding LOGCAP, there is an initial “sticker shock” felt by both the MACOMs and the deploying commanders as they try to control costs from their operation and maintenance funds. Overall, LOGCAP provides the Army an effective and efficient capability to augment deployed military forces.

Other Benefits

In addition to its capability-related benefits, the LOGCAP contract provides some side benefits within the host country. The LOGCAP contractor benefits the local economy since the contractor hires personnel from the local workforce and subcontracts to local vendors. In Operation Joint Endeavor in Bosnia, 80 percent of the contractor's workforce was local foreign nationals.¹¹ Use of the LOGCAP contractor also allows for a reduced US military presence in the country of operations and minimizes the local reaction to these forces. The trade-off, however, is in force protection, which will be discussed next.

Considerations: Security in a Hostile Environment

The LOGCAP contractor is self-sufficient in its operations to support US forces, however, the CINC employing LOGCAP support has an obligation to provide security for the contractor. The level of security depends on the degree of hostility in the area of operations, regardless of whether the operation is during wartime or a small-scale contingency. Security precautions may include providing military escorts for line-haul operations, requiring the contractor and its nonlocal employees to live on and conduct operations from military compounds, and providing contractor employees with small arms. The importance of providing contractor force protection was illustrated during Operation Desert Storm. After receiving chemical attack warnings, contractor personnel providing food service at several Air Force installations walked off the job. The personnel returned to the installations only after receiving appropriate protective

equipment.¹² In addition to providing for contractor security, deployed commanders must weigh the risks associated with providing nonmilitary personnel access to military installations. Contract personnel, especially host-nation personnel, are potential security risks as they may be sympathizers with the enemy.¹³

Considerations: Status of Forces and Omnibus Agreements

The gaining CINC must also ensure that SOFA and omnibus agreements include provisions concerning the LOGCAP contractor and its employees. For instance in Operation Joint Endeavor, Hungary would not allow the contractor to bring its employees in-country since it was not part of the omnibus agreement. The Hungarian government, however, was eventually persuaded to allow these employees access after it received assurances that a large portion of Brown and Root's workforce would be Hungarian.¹⁴ The Hungary Ministry of Finance also imposed a value added tax on Brown and Root and an income tax on its employees. The US government ended up reimbursing Brown and Root for the \$18 million in costs since the LOGCAP contract is a cost reimbursable contract.¹⁵ The US government was later able to amend the omnibus agreement with Hungary and recoup the money.¹⁶

Considerations: Cultural Issues

The LOGCAP contractor's hiring of foreign nationals can create communication and cultural challenges. For instance, Saudi truck drivers providing line-haul services after Desert Storm routinely cooked meals on small propane stoves near their vehicles. This practice was alarming to Army ordnance personnel, especially when the cargo being hauled was high explosive ordnance.¹⁷

Significant Lessons Learned

Operation Joint Endeavor in Bosnia pointed out some key lessons. First, this operation showed that LOGCAP "is not always an initial entry capability" because the con-

tractor requires time to set up its operations. However, Joint Endeavor illustrated that the LOGCAP contractor "is well suited to take over base camp maintenance and operations after initial base camp construction."¹⁸ In Bosnia, a unique challenge was created for the team consisting of Air Force Rapid Engineer Deployable Heavy Operational Repair Squadron Engineer (RED HORSE) troops, Navy SeaBees, and Brown and Root workers because of the large number of troops already deployed in-theater, the harsh Balkan winter, and the decision to build more and smaller camps. However, their joint effort created a synergy that contributed to a greater success than any one service's engineers could accomplish and allowed the team to meet the challenge.¹⁹

Although the contractor has its own strategic lift capability, the contractor may be subject to the same logistical constraints as the military. Several factors can result in degradation of the contractor's ability to bring equipment and supplies into theater. These include crowded lines of communications (LOC), an austere operating environment, and a theater with damaged infrastructure or limited economy. For example in Bosnia, Brown and Root rail and truck shipping competed against the needs of the very troops the contractor was there to support. Contractor aircraft also competed with military aircraft for available ramp space.²⁰

Doctrine for Logistic Support of Joint Operations provides guidance to the geographic combatant commander and recommends the establishment of a joint civil-military engineering board (JCMEB), joint facilities utilization board (JFUB), and CINC logistic procurement board (CLPSB).²¹ These boards are to be used to establish theater policy, procedures, direction, and priorities and to provide coordination for construction and engineering, facilities, and contracting activities. The development of a joint acquisition review board (JARB) and joint contracting committees in Operation Joint Endeavor and their resulting success proved the merit of the JP 4-0 guidance. Their establishment was critical for elimination of competition among the different contracting activities for local resources, consolidation of requirements, and overall control and management of the acquisition system. A JARB located in Hungary,

Croatia, and Bosnia reviewed requirements and established priorities. The requirements, after being funded, were then passed to the joint contracting committee, which determined whether host-nation support, local purchase through central region or joint contracting centers, or LOGCAP would be used to fulfill the requirement.²²

Operation Joint Endeavor showed the need for LOGCAP program management representation on the CINC planning and management staffs as well as the staffs of the deployed commanders in Bosnia, Croatia, and Hungary to provide an understanding of the scope and capabilities of the contract. Establishment of the JARB eventually helped eliminate misconceptions about the performance of Brown and Root.²³ Appointing base camp “mayors” as focal points for the contractor also improved the relationship between the contractor and customer. Communication between the two parties improved and the contractor gained a clearer understanding of what it deemed constantly changing requirements.²⁴

Analysis of Air Force Contractor Augmentation Program

AFCAP is a contingency support contract the Air Force developed to relieve or augment military operations in small-scale contingencies. Primary areas of support include logistics, services, engineering, and operations and maintenance. The contract supports all phases of military operations to include planning, mobilization, construction, sustainment, reconstitution, and restoration. In supporting small-scale contingencies, the AFCAP contract can also provide relief support for natural disasters worldwide. Since the AFCAP contract was awarded in 1997, it has only been used for two large-scale taskings—typhoon relief at Anderson Air Force Base (AFB) in Guam and Hurricane Georges relief at Keesler AFB, Mississippi.

The AFCAP contract was awarded to Readiness Management Support (RMS) as a joint venture between Johnson Controls and Lockheed Martin for a period of one base year with four option years. The contract is CPAF with a fixed-price line item for worldwide manpower back-

fill at military bases. AFCAP has the capacity to handle up to \$452.6 million in task orders over the life of the contract.²⁵ The basic annual contract costs cover contractor program management, development and maintenance of a worldwide management plan (WMP), and two annual validation exercises. These basic contract costs are funded by the Air Force Civil Engineer. Individual task orders are funded by the requesting Air Force major command (MAJCOM) or using agency.²⁶

The contract is managed by a dedicated management team comprised of two full-time program managers assigned to Headquarters Air Force Civil Engineer Support Agency (AFCESA) and two full-time contracting officers assigned to the 325th Contracting Squadron, both located at Tyndall AFB, Florida. In addition, either the MAJCOM or DCMD-I provides on-site surveillance.²⁷ The Air Force has also developed an AFCAP user's guide outlining the responsibilities of AFCESA, contracting, DCMD-I, and the user.

Sustainment versus Beddown

The genesis of AFCAP was a request from Brig Gen John Allen, the Air Combat Command Civil Engineer, at the 1994 Air Force Civil Engineer Worldwide Conference. General Allen saw a clear need for a worldwide sustainment contract to relieve military troops from performing nontraining-related repetitive tasks.²⁸ Although the AFCAP contract can accomplish beddown taskings, its focus is sustainment activities. Beddown taskings provide excellent training for such military forces as Prime Base Engineer Emergency Force (Prime BEEF) and RED HORSE, which provide the Air Force organic beddown capabilities. Examples of beddown taskings include tent setup and utilities installation. As illustrated by the successful support Air Force organic forces provided US forces in Bosnia, the Air Force needs to maintain a responsive in-house beddown capability. AFCAP is primarily a relief or augmentation tool for prolonged sustainment activities.

Responsiveness

The AFCAP contractor's notional timeline for deployment is not tied to the initiation of conflict. Since the Air Force

employs Prime BEEF and RED HORSE for initial beddown activities, Air Force MAJCOM leaders determine the appropriate time to transition to the AFCAP contractor workforce to relieve these military forces. Although the contract typically requires RMS to respond within 30 days, the contractor responded immediately during its first two deployments.

Worldwide Management Plan

In contrast to the numerous LOGCAP plans, the Air Force has required its AFCAP contractor to develop and maintain only one generic WMP, at a cost of approximately \$300,000, which the Air Force believes can be tailored or adapted quickly to meet the specific needs of any crisis. The AFCAP plan is tested or validated twice each year during a tabletop exercise with the contractor. RMS is required to adapt its WMP to the specific scenario and provide an overall plan within 24 hours. According to AFCESA program management and contracting staff, the worldwide management plan is very flexible and affords the Air Force great versatility at a tremendous cost savings. Since the plan is *not* country, region, or type of contingency specific, it is less likely to become outdated than a detailed, site-specific plan. Due to the uncertainty as to where the next crisis will arise, AFCESA personnel believe a generic plan provides an adequate foundation from which to build a scenario-specific management plan.

Benefits: Tailored for Air Force Needs

The AFCAP contract was developed by AFCESA to support Air Force customer requirements worldwide. The contract was specifically tailored to meet on-going Air Force needs. As a result, the program managers have a functional understanding of Air Force operations, culture, procedures, and regulations. This high level of familiarity with customer needs translates into increased responsiveness and efficiency on the part of the AFCESA staff.

Benefit: Cost Control

The primary contractual incentive for superb contractor performance under the AFCAP contract is the award fee.

"The award fee provides motivation for excellence in such areas as quality, timeliness, technical ingenuity, and cost effective management."²⁹ The AFCAP award fee is capped at 6 percent and is comprised of 40 percent for cost control, 35 percent for technical performance, and 25 percent for management. Award amounts are determined every six months by the Award Fee Board, and the approved award percentage is applied to all active task orders for that period.

Benefit: Force Multiplier

Used as a force multiplier, the AFCAP contract can alleviate several manpower, equipment, and training issues associated with sustained small-scale contingencies. There has been a substantial increase in the number of sustained contingency deployments Air Force personnel have supported over the last decade. As a result, home bases worldwide have endured prolonged losses of both manpower and equipment to support these operations. These losses have resulted in higher "ops-tempo" at most home bases and have affected the level of base support provided by many functions. Within civil engineering, for example, the loss of manpower can degrade a squadron's ability to sustain facility maintenance and repair on an installation. Although augmentation of home base manpower is not a primary role of the AFCAP contract, it has the ability to backfill manpower positions at home bases both within and outside the continental United States. The contract can also provide supplies and equipment to alleviate depletion of critical war reserve materiel (WRM) stockpile levels. RMS is generally expected to provide transportation of both personnel and equipment to the deployed location. The Air Force may choose to provide airlift for RMS to save cost; however, the Air Force maintains the flexibility of not having to provide those lift assets.

Limitation: Nonhostile Work Environment

The AFCAP contract cannot be employed in hostile environments. Under the Air Force's program, the contract can be used only in response to natural disaster crisis or small-scale contingencies that are considered *nonhostile*. If hostile

activities should emerge, RMS and AFCESA would determine the appropriate time to disengage contractor forces.³⁰ Regardless of the situation, the US government is responsible for perimeter defense in both hostile and nonhostile environments. By restricting contractor forces from hostile environments, the Air Force limits its exposure to numerous safety, security, and legal issues.

Other Limitations

The AFCAP contract cannot be used for purchase of supplies. RMS is restricted to buying supplies in support of its own operations. Air Force deployed forces depend on contingency contracting officers to provide local purchase support of supplies and services. On-site military commanders often believe a loss of flexibility or responsiveness results when functions are contracted out. They have less control over contract employee actions and can not arbitrarily assign tasks as could be done with military forces. As discussed in the LOGCAP section, the AFCAP contractor may also be limited by SOFA and omnibus agreements and the problems associated with hiring foreign nationals.

Significant Lessons Learned

AFCAP was used in December 1997 in reaction to the typhoon that hit Anderson AFB and in the fall of 1998 in the aftermath of Hurricane Georges at Keesler AFB. As a result of those experiences, two key lessons learned were generated. First, funding streams need to be addressed. The MAJCOMs provide the funding for AFCAP use, yet they do not budget for this use. This leads to sticker shock when contingency costs are provided, even though AFCAP is often cheaper compared to life cycle cost with WRM assets. Second, commanders at deployed locations must be educated immediately about the capabilities and limitations of AFCAP. As a result of these natural disaster experiences, the AFCESA project manager now provides training immediately upon contract initiation to prevent unrealistic staff expectations and facilitate smooth contract execution.³¹

Joint Contract Analysis

After reviewing both contracts, it is apparent that the LOGCAP and AFCAP contracts are similar in scope. The differences are due to (1) the Army's broader need for services because of its reliance on Guard and Reserve units to provide CS and CSS and (2) the Air Force's need for a sustainment force to relieve its troops and equipment from the high operations tempo that has been experienced since the end of the cold war. Since the scope of the two contracts is similar, it would seem possible to develop a joint civil augmentation program contract to meet the needs of both services. A joint contract should eliminate duplication of services provided and streamline management oversight.

Requirements

The first step in developing a JCAP contract would be to establish the requirements of both services. Army requirements would obviously mirror the requirements in the LOGCAP SOW: (1) Preplanning to include maintenance and updates of the WMSP, generic underdeveloped and developed country management plans, and the nine RMPs and (2) CS and CSS augmentation capability broken down in the categories of supply operations, field services, engineering and construction, and maintenance and transportation. Air Force requirements would mirror requirements in the AFCAP SOW and would focus on the functions performed by Prime BEEF teams and Prime Readiness in Base Services (Prime RIBS) teams. The only Air Force unique requirements to be added to the Army requirements would be home base backfill shop support and airfield support, which includes airfield unique facilities, utilities, runways/taxiways/parking ramps, aircraft arresting systems, lighting, markings, and emergency power. Construction standards, as is currently the case in both the AFCAP and LOGCAP SOWs, would be based on JP 4-0.

Contract Type

The JCAP contract would be a task order, indefinite-quantity contract. Per Federal Acquisition Regulation (FAR) 16.504(b) a task order, indefinite-quantity contract is

appropriate for acquiring services “when the Government cannot predetermine, above a specified minimum, the precise quantities of services that will be required during the contract period, and it is inadvisable for the Government to commit itself for more than a minimum quantity.”³² Against this basic contract, task orders can be written specifying the services required from the SOW to meet the needs of the requestor. Task orders would be CPAF except for the preplanning requirements and the backfill shop requirements.

It is necessary for the government to shoulder the burden of risk of the contract due to the many unknowns that may occur in each contingency. The LOGCAP deployment to Bosnia is an excellent example of the government shouldering the burden of risk. Various campsites were built on soil requiring more preparation than anticipated because of the harsh and wet Bosnian winter. The contractor competed with the military for local sources of supply, especially for geo-textile and gravel, which drove material prices up and required the contractor to ship or airfreight material from the United States. Also, the shortage of available trucking and rail service into the theater further compounded the problem of bringing supplies to the AOR.

Contract type for the JCAP contract would remain cost-plus award-fee except for the firm fixed-price line items for planning efforts and backfill shop support. CPAF is appropriate per FAR 16.405-2(b) because “(1) It is neither feasible nor effective to devise predetermined objective incentive targets applicable to cost, technical performance or schedule; (2) the likelihood of meeting acquisition objectives will be enhanced by using a contract that effectively motivates the contractor toward exceptional performance and provides the Government with the flexibility to evaluate both actual performance and the conditions under which it was achieved; and (3) any additional administrative effort and cost required to monitor and evaluate performance are justified by the expected benefits.”³³ Furthermore, the contract must be able to meet the principles of logistics from JP 4-0. The CPAF-type task order is especially supportive of two of the principles: responsiveness and economy. JP 4-0 defines responsiveness as “the right support in the right place at the right time. Among the logistic principles, it is the keystone; all else becomes

irrelevant if the logistic system cannot support the concept of operations of the supported commander.” JP 4-0 defines economy as “the provision of support at the least cost.”³⁴ The selection of CPAF makes perfect sense to reward the contractor for achievement of these principles.

Guidelines for Use

Contingency need, as opposed to contractor capability, should be the deciding factor for contract employment. The Air Force intends to use its organic forces for initial response to any contingency and then use civil augmentation as a replacement for these forces. The Air Force allows the MAJCOM responsible for providing support to decide whether or not to use the AFCAP contract. If the MAJCOM decides to use AFCAP, the contractor typically has 30 days to respond. The Army has established decision criteria to determine when to use LOGCAP, based on LOGCAP being used as a last resort. Therefore, if military capability and host-nation support are bypassed, the Army needs the contract to provide the in-scope support requested. “Army practice has been to make the force self-sustaining for the first 30 days in a contingency theater with the troops living under field conditions.”³⁵ These troops depend on contingency contracting officers for initial entry support. For JCAP employment, the standard for full-up response should be 30 days from deployment of the first forces. The contractor should be notified of any required work at the onset of a military deployment. Until joint doctrine is developed, the services should retain decision authority on whether or not to use the contract. The Air Force, however, needs to follow the Army’s lead and develop decision criteria for when to use a civil augmentation contract.

The JCAP contract must be employable in hostile environments to meet Army needs. Restricting contractor operations to military operations other than war (MOOTW) runs the risk of restricting contract use only to humanitarian and disaster relief operations. LOGCAP operations in Bosnia, Somalia, and Haiti have proven MOOTW can be as dangerous as war for the contractor. Instead of limiting contractor operations to nonhostile environments, the contractor and its employees must be provided a secure work-

ing environment. This can be accomplished by carefully locating contractor operations to minimize risk and by using military forces to protect the contractor. Army Regulation 700-137, *Logistics Civil Augmentation Program (LOGCAP)*, specifies that each contract should set operational boundaries for contractor personnel. "Normally, contractor personnel will not be used forward of the brigade support area."³⁶ Thus, deliberate planning should task military forces to provide contractor security in a hostile environment. Security provided by military forces should be a special provision in the contract. Contractor personnel should be deployed during wartime contingencies only after the area in which they will be working has been secured.

When the decision is made to use JCAP, it is essential that a team familiar with the contract deploy. The team is necessary to provide the JTF staff and base commanders an understanding of JCAP's capabilities and how best to integrate JCAP into the force structure. This team should consist of a program manager, contracting officer, engineering technical representative, and a contract administration representative from DCMD-I. The interface and training provided by this team would augment the peacetime coordination that occurs on a regular basis with the CINC's logistics staff. The team should also insist on the creation of a JCMEB, JFUB, and CLPSB, as explained in JP 4-0, to prevent duplication of effort and requirements.

Training

Proper training of personnel is essential for JCAP success. Engineering technical representatives, administrative contracting officers, and quality assurance evaluators need to be trained before deployment since their first experience with the contract will likely be during an actual deployment. Defense Contract Management Command (DCMC), in support of its CCAS deployment teams, has developed an excellent three-phase program to prepare its members for deployment. The training provides CCAS teams, composed of military and DOD civilian members, essential skills for general mission readiness, specific mission information, and identified AOR training. Just prior to deployment,

DCMC provides the team with the most current mission-specific information and conducts a final deployment review.³⁷ Additionally, it also would be beneficial if the requesting customers in the AOR were also trained before contract initiation. For such prolonged operations as Bosnia, rotating personnel should receive the training prior to deployment.

Benefits

The benefits of a JCAP contract are quite obvious. JCAP adheres to the principles of unity of command and unity of effort. One contractor coordinates the entire base operating support for the joint task force. The contractor has the capability to concentrate resources where needed and to develop a common standard of support throughout the theater. A JCAP contract allows the JTF commander to meet his logistics responsibilities of "effective execution of approved operations plans, the effectiveness and economy of operation, and the prevention or elimination of unnecessary duplication of facilities and overlapping of functions among the Service component commands."³⁸ Improved efficiency of operations should result since one contractor controls the entire operation.

One issue, not researched, impacting unity of effort is who should provide funding for the contract. Should the Air Force and Army still be required to provide the funding to support individual, service-specific operations? Each service will want to use its own doctrine to determine how to employ the contractor if it provides the funding. To support unity of effort, the funding stream for JCAP should flow from the supported combatant commander. Further investigation is required to develop a smooth process for providing the unified CINC the budget to fund contractor operations at the onset of a contingency.

Limitations

A JCAP contract would be subject to the many of the same limitations identified in the LOGCAP and AFCAP analyses: requirements for a secure work environment, contractor inclusion in SOFAs, and workforce dependability (especially in hostile environments) and for dealing with

constrained lines of supply in an austere theater. Additionally, due to the bureaucracy inherent in any jointly managed contract, the JCAP management team will need to maintain a strong focus on responsiveness to customer needs. Ultimately, JCAP must be responsive to the individual commanders in the field in order to support effective and efficient theater operations. Award fee criteria must always grade the contractor on its ability to satisfy the needs of field commanders and their troops. The program management staff should be composed of joint service representatives and be cognizant of the various needs of the deployed commanders and their respective service doctrines. Finally, joint doctrine addressing contractor operations in the battlefield has to be developed to ensure consistency in operations and expectations from theater to theater.

Evaluation of Joint Doctrine

Over the past decade, the US military has continued to rely upon contractor resources as a force multiplier in military operations. However, there is limited information in joint doctrinal publications regarding the use of civil augmentation service contracts and the interface between contractor and military personnel during contingency operations. As a result, each service has determined its own policy for the employment of civil augmentation programs and developed its own contracts. In essence, the suppliers (i.e., Air Force and Army) are making the rules instead of the customers (i.e., CINC, MAJCOM, or deployed commander). The Army, out of necessity, has led the way in formally establishing its own civil augmentation doctrine.

In a 1998 white paper, the Army Training and Doctrine Command (TRADOC) took the first crucial step in identifying numerous issues, such as security and deployment of contractors, that affect the employment of contractor support on the battlefield.³⁹ The Army is currently drafting Field Manual (FM) 100-10-XX, "Contracting Support to the Battlefield" to address these doctrinal issues from the Army's perspective. However, it is imperative that such resources as the Army white paper be consolidated and the

issues refined into a new or revised joint service publication. The following section discusses several contractor-related issues that should be incorporated in joint doctrine.

Executive Agency

As stated previously, the GAO report highlighted that the services provided under the LOGCAP, AFCAP, and CONCAP contracts were similar in nature and that it might be more “effective and efficient” if one service acted as the lead executive agent during contingency operations. Current joint doctrine in JP 4-0, however, clearly states that the services are responsible for providing logistics support to their own forces. The combatant commander through his combatant command (COCOM) responsibilities has directive authority for logistics, which allows him to establish theater priorities and review theater requirements. The combatant commander can also determine that one service should be the lead agent in providing in-theater logistics support. In Operation Joint Endeavor, “European Command designated US Army Contracting Command-Europe as executive agent for all US contracting in theater.”⁴⁰ Such action occurs, however, only in limited situations when it is beneficial to the theater of operations. Also, a theater-by-theater lead executive agent would not eliminate the duplication highlighted in the GAO report. The secretary of defense could delegate lead executive agent authority to the service with the preponderance of forces in-theater—most likely the Army.

However, delegating executive agency to one service creates the potential that the program will be responsive only to one service’s needs. In 1995 the Air Force and the Navy used LOGCAP for support in Aviano, Italy. Both realized LOGCAP’s potential. However, Air Force and Navy emphasis on responsiveness led to the development of their respective programs. To overcome the executive agency problem, a joint program office similar to the Joint Strike Fighter program should be created. The program director position would be filled by one service while the service acquisition executive responsibilities would be provided by another service. This organizational set up would be an

interim step until joint doctrine for civil augmentation support is established and JCAP matures past infancy.

Integration

Joint doctrine, in both JP 4-0 and *JTF Commander's Handbook for Peace Operations*, should establish how contractor-provided logistics support should be integrated into unified CINC planning and into the execution of military operations. Currently, the Army has identified three scenarios in which LOGCAP may be employed: first, at initial entry prior to arrival of the main task force; second, at initial entry with a task force; or third, as a sustainment force.⁴¹ However, as learned in Operation Joint Endeavor, LOGCAP doesn't necessarily excel in initial entry capability especially when it doesn't have the appropriate time to set up operations. Greater synergy is realized through the combined efforts of Air Force RED HORSE, Navy SeaBees, and LOGCAP contractor. Also, because of contractor safety concerns and the inherent strength of the Air Force's RED HORSE and Prime BEEF programs, the Air Force only employs AFCAP in nonhostile, small-scale contingencies. This should not change in the future, as the Air Force has no intention of decreasing its reliance on active duty RED HORSE and Prime BEEF forces to meet beddown requirements. CINC planners need to be aware of both contractor and service capabilities and plan accordingly.

Joint doctrine should address the limitations of contractor responsiveness in civil augmentation. Normally, the contractor has 30 days to mobilize fully; therefore, the military must provide alternative means of troop support until the contractor is ready. Joint doctrine should also establish parameters similar to the Army's decision criteria for using LOGCAP to determine when it is appropriate to use civil augmentation contracts. Adapting the JARB process for use in deliberate planning would provide an excellent forum for the application of the decision criteria. More importantly, combatant commanders and their planning staffs need to be involved in developing doctrine for contractor operations in the joint environment. Since US Atlantic Command (USACOM) is charged with the responsibility of integration for joint operations, it would be logical for it to champion

this action. Once joint doctrine is established, JCAP should transition from the joint program office to the control of USACOM due to its responsibility for the preponderance of continental United States (CONUS)-based forces for use in military operations.

Security

As discussed previously, protection of contractor personnel on the battlefield is an important issue. "The government's responsibility for providing force protection derives from three factors: a legal responsibility to provide a safe workplace, a contractual responsibility which is stipulated in most contracts, and thirdly, to enable the contractors to continue doing their job."⁴² Army guidance recommends against employment of contractors in instances where the risk to contractor personnel is high or extremely high, as defined by FM 100-14, *Risk Management*. The level of protection provided is situation dependent.⁴³ For example, during LOGCAP operations in Somalia, Haiti, and Bosnia, the contractor constantly traveled between base camps to provide required services. In Somalia a military escort was usually required because of the dangerous environment. However, in the Bosnia AOR, the contractor logged nearly one million miles a month without dedicated escort by maintaining good threat awareness and traveling with military convoys when possible.⁴⁴ Security, therefore, will be an on-going concern of military planners and deployed commanders. Doctrine in JP 4-0 and the *JTF Commander's Handbook for Peace Operations* should define the maximum security risk for deployment of contractors. It should require planners to address contractor force protection, explain the security risks of deploying contractors as noncombatants to the AOR, and outline how to mitigate these risks.

Status of Forces Agreement, Clearance, and Host-Nation Restrictions

The legal status of contractor employees engaged in military operations varies depending on several factors to include the nature of the military operation (i.e., humanitarian support versus hostile conflict) and the current

agreements or restrictions with the host nation.⁴⁵ “Contractors are not automatically covered under SOFAs and may be required to comply with local laws.”⁴⁶ Planning for the use of contractors must take into account the local political environment. Agreements need to be established to enable the contractor to operate with the same freedom as military personnel. “Laws and SOFAs always take precedence over contract provisions”;⁴⁷ therefore, it is necessary to address their impact on the contractor’s ability to meet the requirements of the SOW. Currently, the Army’s requesting MACOM, which is located in-theater, and the LOGCAP management team work these issues. Similarly, the Air Force MAJCOM requiring AFCAP support is responsible for working these types of issues with the State Department and JTF commander. The Air Force relies on the local US embassy to make sure all agreements are coordinated at the appropriate level in the host nation to ensure broad support. The contractor’s use of subcontractors with worldwide contacts also helps to alleviate the problem of contractor personnel entering a foreign country. The *JTF Commander’s Handbook for Peace Operations* should include additional SOFA guidance on contractor operations and personnel. Annex D to JP 4-0, “Logistic Checklist for OPLANs,” should also address this issue.

Contractor and Military Force Integration

When developing the requirements for the SOW, planners should address the level at which contract employees and contractor operations will be integrated with military forces. In a contingency situation, contract employees can be issued firearms and battle dress uniforms (BDU) for personal protection and be billeted in the same compounds as military forces. However, contract employees cannot be forced to comply with general orders regarding such issues as alcohol consumption unless specifically stated in their contract. Commanders only have administrative authority over these employees. The types of actions military commanders are authorized to take against contractor employees who violate commander policies are restricted to withdrawing exchange privileges, withholding medical care, or denying entrance to the military camp.

Employment termination is the contractor's responsibility, but contract provisions can specify removal conditions for employee misconduct. Contractor employees, however, do become subject to the Uniform Code of Military Justice during war.⁴⁸ Military commanders must weigh the benefits of collocation, to include security and impact on morale, with the cost associated with maintaining a separate contractor compound.

Planners must also address where the contractor should conduct its operations. "The planner should be concerned with the cost, physical protection requirements, and coordination of the contractor's requirements with the military requirements. This last factor is often overlooked. In an area where facilities are limited, contractors may be competing with the military for facilities."⁴⁹ A JCMEB and JFUB or JARB are excellent forums for making appropriate command decisions and should be established in-theater.

Under AFCAP, the Air Force generally collocates the contractor on the military compound to provide security and facilitate better communication with the contractor's management staff. When billeted in the same compound, the contractor's personnel have to abide by the same "general orders" as military personnel. The contractor's award fee can be reduced if its personnel fail to support the on-site commander's directives.

Noncombatant Status

If the contractor's employees can carry firearms, wear BDUs, and live and operate among military forces, a natural question is "Are they still considered noncombatants?" The answer is yes. The Law of Armed Conflict defines combatants generally as: "1) commanded by a person with responsibility; 2) [wearing] a fixed distinctive sign such as a uniform; 3) [carrying] arms openly; and 4) [conducting] operations in accordance with the Law of War."⁵⁰ The general legal interpretation of this definition limits combatants to the members of armed forces of a party to a conflict. All others are considered noncombatants and include such individuals as prisoners of war, wounded or sick personnel, chaplains, medics, and civilians. Being noncombatants in the AOR, contractor employees are

generally not subject to direct, international attack, but their presence does not hinder attack on legitimate military targets. Although they can protect themselves, they are not allowed to violently resist capture.⁵¹ The third and fourth Geneva conventions establish a difference between the treatment of prisoners of war and civilians in time of war. Persons who are not recognized officially as combatants and “who commit hostile acts about or behind enemy lines are not treated as prisoners of war and may be tried and sentenced to execution or imprisonment.”⁵² The risks for the contractor’s employees are, therefore, much greater in a hostile situation. Contractors do not want to participate in a manner in which they could endanger their perceived status as noncombatants. For example, Brown and Root and DynCorp resist having employees wear BDUs. Planners and commanders who determine contractor scope of work need to be aware of the risks to the contractor.

Recommendations for Improvement

Joint doctrine regarding the employment of contractor support in contingency and wartime scenarios should be immediately developed. It should be based upon the lessons learned in major contingency operations (i.e., Operation Joint Endeavor in Bosnia, Operation Uphold Democracy in Haiti, and Operation Restore Hope in Somalia), the initial products generated by TRADOC, and all other documents that provide useful guidance on this issue. As highlighted earlier, joint doctrine for combatant commanders and their planners should address contractor operations in the areas of predeployment planning, employment decision criteria, contractor-military force integration, security, force protection, and SOFA considerations.

Conclusion and Summary

Based on the issues raised in the GAO report on contingency operations, this research paper addressed two important questions regarding the use of contractors in support of military operations. First, will a joint engineering and

logistics service contract provide the combatant and service commanders any benefit over maintaining individual Army, Air Force, and Navy service augmentation contracts? Second, does current joint doctrine adequately address the use of contractor services in support of wartime and smaller scale contingency operations? If not, what information should be included in future joint doctrine?

This research effort provided an objective review of the benefits and limitations of the Army's LOGCAP and Air Force's AFCAP contracts. It determined that both the Army and Air Force have developed excellent civil augmentation programs that are responsive and tailored to each service's individual needs. Additionally, several LOGCAP and AFCAP lessons learned have been documented for future employment of contractors on the battlefield.

The research analysis determined, however, that LOGCAP and AFCAP are very similar in scope, as was postulated in the GAO report. Each contract provides the same basic support activities to DOD customers while duplicating engineering and contracting management oversight. Therefore, it is our recommendation that a JCAP contract be established that will meet the needs of both services while eliminating duplication of effort. A joint contract would provide unity of effort in meeting JTF commander logistic responsibilities with an end result of improved efficiency of operations. A JCAP is the next logical step in the evolution of civil augmentation programs, as it would focus directly on the needs of the combatant commanders.

Again building upon the analysis of LOGCAP and AFCAP, it has also been shown that current joint doctrine inadequately addresses the numerous issues regarding employment of contractors in the battlefield. JP 4-0, in particular, needs to add guidance on contractor-provided support during wartime and small-scale contingencies. Guidance on such issues as when and how to use civil augmentation contracts, security, host-nation restrictions, and contractor-military integration have to be provided to planners and commanders for effective employment of contractor operations during military operations.

Without question, civil augmentation programs are proven force multipliers. Over the past decade, civilian contractors have been increasingly tasked to provide both

engineering and logistics support to military forces in contingency scenarios. It is crucial that joint doctrine be developed to guide military commanders in the employment of contractors on the battlefield. Ultimately, a JCAP should be developed to improve the effectiveness and efficiency of government-contractor support.

Notes

1. Comptroller General of the United States, *Report to Congressional Requestors: Contingency Operations, Opportunities to Improve the Logistics Civil Augmentation Program* (Washington, D.C.: GAO, February 1997), 4.

2. *Ibid.*, 5.

3. *Ibid.*

4. Headquarters Army Materiel Command, responses to Student Questionnaire, LOGCAP Project Management Office, January 1999.

5. *LOGCAP Statement of Work*, sec. J, attachment 1, contract DAAB07-97-D-C759, 30 January 1997, 2.

6. David R. Gallay and Charles L. Horne III, *LOGCAP Support in Operation Joint Endeavor: A Review and Analysis*, report prepared for the DOD (McLean, Va.: Logistic Management Institute [LMI], September 1996), 3.

7. John Purdon, LOGCAP contract specialist, CECOM Acquisition Center, Fort Monmouth, N.J., interviewed by author, February 1999.

8. HQ US Army Materiel Command, *LOGCAP Battlebook*, October 1998, 11–26.

9. Gallay and Horne, 27.

10. *Ibid.*, 23–25.

11. *Ibid.*, 9.

12. Capt Thomas J. Snyder and Stella T. Smith, *The Logistics of Waging War: US Military Logistics, 1982–1993, The End of “Brute Force” Logistics* (Maxwell AFB–Gunter Annex, Ala.: Air Force Logistics Management Agency, 1998), 23.

13. *Contractors on the Battlefield*, white paper (Fort Eustis, Va.: Army TRADOC, February 1998), par. 10.a.(2).

14. David L. Young, *Operational Planning for Contractors on the Battlefield*, paper submitted to the faculty of the Naval War College, Newport, R.I., 18 May 1998, 5.

15. Comptroller General, 15.

16. Young, 5.

17. Snyder and Smith, 34.

18. *Initial Impressions Report Task Force Eagle Initial Operations Operation Joint Endeavor*, Army Issue VI: Sustain and Transition to Future Operations, Issue E: Sustainment Engineering, Center for Army Lessons Learned (CALL), Combined Arms Assessment Team I—Bosnia for the CALL.

19. *Ibid.*

20. *Ibid.*

21. Joint Publication 4-0, *Doctrine for Logistic Support of Joint Operations*, 27 January 1995, B-4-B-5.
22. *Operation Joint Endeavor Lessons Learned*, US Army Contracting Command-Europe (USACCE), 3 April 1997, chap. 15.
23. Ibid.
24. Comptroller General, 18-19.
25. *Final Acquisition Action Approval for AFCAP*, signed by Darleen A. Druyun, principal deputy assistant secretary, Acquisition and Management, SAF/AQC, reference AP no. 96R6014 (96-AP-020), October 1996, 7.
26. Col Thomas McDonald, AF/ILEO, AFCAP Powerpoint presentation, March 1997.
27. *GAO Questions for AFCAP*, paper, Air Force Civil Engineer/CEO, February 1997.
28. *Final Acquisition Action Approval for AFCAP*, 6.
29. Ibid., 13.
30. Air Force Civil Engineer Support Agency, responses to Student Questionnaire, December 1998.
31. AFCESA, "AFCAP Lessons Learned from Hurricane Georges Recovery," talking paper.
32. Federal Acquisition Regulation, pt. 16.504(b), Federal Acquisition Circular 97-10, 16 February 1999.
33. Ibid., pt. 16.405-2(b).
34. JP 4-0, II-1-II-2.
35. Comptroller General, 17.
36. Army Regulation 700-137, *Logistics Civil Augmentation Program (LOGCAP)*, December 1985, par. 3.2.d.(1).
37. Defense Contract Management District—International, *Contingency Contract Administration Services (CCAS) Training Plan*, November 1998, 1-17.
38. JP 4-0, vi.
39. *Contractors on the Battlefield*, white paper.
40. *Operation Joint Endeavor Lessons Learned*.
41. *LOGCAP Battlebook*, 7.
42. Young, 6.
43. *Contractors on the Battlefield*, white paper, par. 10.
44. Young, 6.
45. *Contractors on the Battlefield*, white paper, par. 9.
46. Ibid., 7b.
47. Ibid., 2.
48. US Army, *Law and Military Operations in Haiti, 1994-1995*, Center for Law and Military Operations, Judge Advocate General School, 13a-60.
49. Young, 8.
50. Major Rockwell, USAF, *Deployment of Civilians in Support of Military Operations*, USAF/JAI Fact Paper, 10 June 97.
51. Ibid.
52. Lt Cmdr Stephen R. Sarnowski, JAGC, USNR, "The Status Under International Law of Civilian Persons Serving with or Accompanying Armed Forces in the Field," *Army Lawyer*, July 1994, 33.

Appendix A

The Army was the first service to develop the concept in 1985 and awarded its first LOGCAP contract in 1992. Although the Air Force and Navy could also utilize the LOGCAP contract, the Navy awarded its own version, the CONCAP, in 1995 and the Air Force followed suit with the AFCAP contract in 1997. According to a GAO report published in 1997, the Navy and Air Force justified development and award of their separate contracts based upon improved contractor responsiveness and internal control. The GAO report, however, questioned the validity of executing three separate contracts and stated that the services provided under the separate contracts were very similar in nature. The report implied that it may be more “effective and efficient” if one service acted as the lead executive agent to eliminate duplication of services. The GAO report also noted that existing military doctrine was vague in addressing how to properly integrate these contractor resources with the military force structure during contingency situations.¹

Notes

1. Comptroller General of the United States, *Report to Congressional Requestors: Contingency Operations, Opportunities to Improve the Logistics Civil Augmentation Program* (Washington, D.C.: GAO, February 1997), 1-5.

Appendix B

The LOGCAP worldwide management and staffing plan is generic in nature and provides the strategy and methodologies required to support a force of 25,000 personnel during a contingency scenario. This plan also provides additional detail to support the five major commander in chief areas of responsibility: European Command, Pacific Command, Atlantic Command, Southern Command, and Central Command. The second plan, the generic undeveloped and developed country management plan, requires a generic management plan for a Third World, underdeveloped nation and a plan for a more industrialized, diplomatically recognized nation. The objective of the third type of plan, the regional management plan, "is to consolidate logistics and engineering planning support and define resources/infrastructure common to specific countries/scenarios within each defined region in planning for support in that region."¹ Nine regional plans are currently being developed and maintained by DynCorp.

According to the LOGCAP management staff, the level of detail in these plans is significant. The plans include the scenario, how the contractor will accomplish its mission, the contractor's internal operating procedures, and the total costs to support the event with specific breakouts of labor, equipment, and consumable items. The plans are updated depending on the amount of change that has occurred which affects the plans and individual requests from the MACOM. From this review, it is evident that the Army invests a great deal of resources in contingency preplanning and the generation and maintenance of both regional and worldwide management plans.

Notes

1. LOGCAP Statement of Work, sec. J, attachment 1, contract DAAB07-97-D-C759, 30 January 1997, 3.

Appendix C

LOGCAP contractor augmentation may include but is not limited to:

Supply Operations	Field Services	Other Operations and Services
- Class I (Rations)	- Laundry and Bath	- Maintenance
- Class II (Organizational Clothing and Equipment and Admin Supplies)	- Clothing Exchange	- Transportation
- Clothing Repair	- Medical Services	- Engineering and Construction
	- Food Service	
- Class III (POL-Bulk and Packaging)	- Mortuary Affairs	- Signal
	- Sanitation	- Retrograde
- Class IV (Construction Materials)	- Billeting	- Power Generation and Distribution
	- Facilities	
- Class V (Ammunition)	- Management	- Stamis Operations
- Class VI (Personal Demand Items)	- Morale, Welfare, and Recreation	
- Class VII (Major Items)	- Information Management	
- Class VIII (Medical Supplies)	- Personnel Support	
- Class IX (Repair Parts)		

Source: US Army Materiel Command, Briefing on Logistics Civil Augmentation Program, 23 September 1998.

Appendix D

Army Decision Criteria:

- First the Army looks at whether it can support the operation using its own or sister services' forces. It takes into consideration such factors as unit availability, troop ceiling, ability to re-deploy to a major regional contingency, lift availability, doctrinal employment, soldiers' living conditions, and operational costs.
- If it determines that using its own forces is not feasible, it then determines whether host nation support can provide the necessary support.
- If host nation support cannot meet its needs, then the Army will contract locally or use LOGCAP. A key factor in choosing this alternative is the Army's ability to provide adequate protection for the contractor against hostile action.¹

Notes

1. David R. Gallay and Charles L. Horne III, *LOGCAP Support in Operation Joint Endeavor: A Review and Analysis*, report prepared for the Department of Defense (McLean, Va.: Logistic Management Institute, September 1996).

Glossary

AOR	area of responsibility
AFCAP	Air Force Contractor Augmentation Program
AFCESA	Air Force Civil Engineer Support Agency
AMC	Army Materiel Command
BDU	battle dress uniform
CCAS	Contingency Contracting Administration Services
CECOM	Communications and Electronics Command
CINC	commander in chief
CLPSB	CINC logistic procurement board
COCOM	combatant command
CONCAP	construction capabilities contract
CONPLAN	concept plan
CONUS	continental United States
CPAF	cost-plus award-fee
CS	combat support (Army)
CSS	combat service support (Army)
DCMC	Defense Contract Management Command
DCMD-I	Defense Contract Management District-International
DOD	Department of Defense
FAR	federal acquisition regulation
GAO	General Accounting Office
JARB	joint acquisition review board
JCAP	joint civil augmentation program

JCMEB	joint civil-military engineering board
JFUB	joint facilities utilization board
JP	joint publication
JSCP	Joint Strategic Capabilities Plan
JTF	joint task force
LOC	lines of communication
LOGCAP	Logistics Civil Augmentation Program
MACOM	major command (Army)
MAJCOM	major command (Air Force)
MOOTW	military operations other than war
OPLAN	operations plan
PCO	procuring contracting officer
Prime BEEF	Prime Base Engineer Emergency Force (Air Force)
Prime RIBS	Prime Readiness in Base Services
QAE	quality assurance evaluation
RED HORSE	Rapid Engineer Deployable Heavy Operational Repair Squadron Engineer
RMP	regional management plan
RMS	readiness management support
SOFA	status of forces agreement
SOW	statement of work
TRADOC	Training and Doctrine Command (Army)
USACE	United States Army Corps of Engineers
USACOM	United States Atlantic Command
WMP	worldwide management plan
WMSP	worldwide management and staffing plan
WRM	war reserve materiel